the necessity for any degree of diligence whatever is not expressly set forth. A sworn copy was admitted after effort had been made to procure the original in *Fisher* v. *Greene,* 95 Ill. 94, but the Court do not state whether such preliminary effort was essential. In *Phillips* v. *United States Benevolent Society,* 125 Mich. 186, the cases are reviewed and the conclusion arrived at that diligence to procure the original must be pursued, and if the efforts prove fruitless a sworn copy must be produced when it is practicable to do so.

GUARDIAN AND WARD — LIABILITY ON BONDS — GENERAL AND SPECIAL BONDS.—Suit on a guardian's general bond against the surety thereon. The defendant set up in answer that part of the amount claimed consisted of the proceeds from a sale of the ward's real estate, upon which sale a special sales bond had been given. A demurrer to the answer was sustained, and defendant assigns this ruling as error. *Held,* the demurrer was properly sustained. The special sales bond was merely cumulative security and did not release the general bond from liability to account for such proceeds. *Southern Surety Co.* v. *Burney et. al.,* (Okl. 1912) 126 Pac. 748.

The holding in the principal case seems to be against the numerical weight of authority. Massachusetts, Maine, New York, Pennsylvania, Missouri, Indiana, and Nevada hold that the special bondsmen *only* are liable to account for the proceeds of a sale of the ward's real estate where such a special sales bond is required and furnished. *Mattoon* v. *Cowing,* 13 Gray, 387: *Judge of Probate* v. *Toothaker,*83 Me. 195, 22 Atl. 119: *Allen* v. *Faye,* 63 N. Y. Supp. 1031: *Blauser* v. *Diehl,* 90 Pa. 350: *Com.* v. *American Bonding Co.,* 212 Pa. St. 365, 61 Atl. 939: *State* v. *Peterman,* 66 Mo. App. 257: *Colburn* v. *State,* 47 Ind. 310: (but see dictum in *Yost* v. *State,* 80 Ind. 350); *Henderson* v. *Coover,* 4 Nev. 429. The rule in Iowa is also contrary to the principal case, but the difference may be accounted for by the difference in the statutes of the two states. See *Madison County* v. *Johnston,* 51 Iowa 152, 50 N. W. 492. Kentucky, Mississippi, and Texas seem to be in accord with the principal case. *Barker* v. *Boyd,* 24 Ky. L. Rep. 1389, 71 S. W. 528; *State* v. *Cox,* 62 Miss. 786; *Fidelity and Deposit Co.* v. *Schelper,* 37 Tex. Civ. App. 393, 83 S. W. 871. Florida makes the general bond primarily liable. *Hart* v. *Stribling,* 21 Fla. 136. West Virginia, on the other hand, makes the special bond primarily liable. *Findley* v. *Findley,* 42 W. Va. 372,26 S. E. 433: (but see *Kester* v. *Hill,* 42 W. Va. 611, 26 S. E. 376). Ohio holds the two bonds jointly liable. *Swisher* v. *McWhinney,* 64 Ohio St. 343, 60 N. E. 565. It is submitted however that the decision in the principal case is best calculated to protect the interest of the ward.

INSURANCE—RATIFICATION BY INSURED, AFTER LOSS, OF POLICIES PROCURED BY AGENT WITHOUT AUTHORITY.—The president of a corporation, without authority from the corporation, secured from the defendant a fire policy in the name of the corporation covering certain of its goods. After a loss and with knowledge thereof, the corporation ratified the act of its president. In a suit against the insurer to enforce the policy, *Held,* (LACOMBE, J., dissenting) that the ratification bound the insurance company and recovery could be had. *Marqusee* v. *Hartford Ins. Co.* (C. C. A., 1912), 198 Fed. 475.

As a proposition in the law of agency, without regard to the peculiarities of insurance law, this case would possibly find but doubtful support even in the English cases holding that the party with whom an unauthorized agent makes a contract cannot withdraw his offer if the contract is ratified within a reasonable time, *Bolton Partners* v. *Lambert*, 41 Ch. D. 295; *In re Portuguese Consol. Copper Mines*, 45 Ch. D. 16; *In re Tiedemann*, [1899] 2 Q. B. 66. As respects American authorities, whether we adopt the rule that ratification will not bind the third party without his renewed assent (Dodge v. *Hopkins*, 14 Wis. 686; *Atlee* v. *Bartholomew*, 69 Wis. 43; *Cowan* v. *Curran*, 216 Ill. 598; MECHEM, AGENCY, § 179; 24 AM. L. REV. 580); or the prevailing doctrine, which allows withdrawal before ratification, but holds that ratification before a withdrawal cures the lack of authority (see 5 Am. St. Rep. 109; 9 HARV. L. REV. 60; 25 AM. L. REV. 74; 75 id. 864; 4 MICH. L. REV. 269; 31 CYC. 1291) the principal case seems to be an extension of the law of ratification as enforced in our courts, in that it militates against the rule that a principal cannot ratify an act, if at the time of ratification he would not have the right to do the act itself. *Krumdick* v. *White*, 107 Cal. 37; *Shepardson* v. *Gillette*, 133 Ind. 125; *Western Nat. Bank* v. *Armstrong*, 152 U. S. 346; 31 CYC. 1250; 35 AM. L. REV. 864. However, the principal case is in accord with the authorities on marine insurance, which unanimously declare that ratification of an unauthorized policy, although after knowledge of the loss is brought to the principal, binds the underwriter, *Routh* v. *Thompson*, 13 East 274; *Hagedorn* v. *Oliverson*, 2 Maule & S. 485; *Williams* v. *North China Ins. Co.*, 1 C. P. D. 757; *Finney* v. *Fairhaven Ins. Co.*, 5 Metc. 192; ARN. MAR. INS. (8th Ed.), § 140; ENGLISH MAR. INS. ACT, 1906, § 86. American texts state the rule as if it applied indiscriminately to every form of insurance (1 JOYCE, § 642; PHILLIPS, INS., § 388; STORY, AGENCY, § 248; 35 AM. L. REV. 864 at 875; 4 MICH. L. REV. 269 at 279), but the cases cited are either marine insurance cases or cases of agents, carriers, warehousemen, or factors, who take out a policy in the form, "in trust"; or "for whom it may concern," or in their own name. It is to be noted that in *Williams* v. *North China Ins. Co., supra,* the court considers the marine insurance rule an anomaly based on the convenience of trade, and in *Grover & Grover, Ltd.* v. *Mathews* [1910] 2 K. B. 401, with facts very similar to those of the principal case, the English court refused to extend the doctrine to contracts of fire insurance.

INSURANCE—ASSIGNMENT TO ONE WITHOUT AN INSURABLE INTEREST.—G. insured his life making the policy payable to his wife. Plaintiff corporation paid the first and every other premium. At a time when the corporation had no insurable interest in the life of G, the wife assigned absolutely the policy to it. Upon the death of G the payment of the proceeds of the policy to the assignee was contested on the ground that it had no insurable interest. The court found as a fact that the procurement of the policy and the assignment were free from fraud. *Held,* the transaction having been characterized throughout by good faith, the lack of insurable interest is immaterial. *Keckley* v. *Coshocton Glass Co.* (Ohio, 1912), 99 N. E. 299.